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## REPLY DECLARATION OF RONALD H. LATAILLE, MARION C. JORDAN, AND JULIE K. SLATTERY

## **EXHIBIT 6**

**REDACTED - FOR PUBLIC INSPECTION** 



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## REPLY DECLARATION OF RONALD H. LATAILLE, MARION C. JORDAN, AND JULIE K. SLATTERY

**EXHIBIT 7** 

## 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

### 7.4.13 DS3 High Capacity Services

### (A) Payment Plans and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans;
Month-to-Month, 3 and 5-year Term Pricing Plans (TPPs).
TPPs are provided with Base Rates as described in Section (B) following and as set forth in 7.5.9 following.

The minimum service period for DS3 is 12 months, except when a DS3 is ordered on a short term basis. Short-Term DS3 Service is described in paragraph (F) of this section, 7.4.13.

Additionally, the optional feature, DS3 to DS1 Central Office Multiplexing, is also available on a 3 or 5-year Term Pricing Plan. When ordered, a 3 or 5-year TPP for the DS3/DS1 multiplexing feature must have the same term period as the associated service, and it is always assigned an expiration date that is coterminous with the associated service.

At the end of a term plan, the customer will not be eligible to receive discounted monthly charges unless the TPP commitment is renewed. Customers with TPPs that have expired prior to December 2, 1999, will be able to retain their service at the prevailing rates for as long as the customer retains the service.

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements. Liability for terminations at a primary premises is calculated based upon the rate band determined by the last count taken. A customer who downgrades a term plan to shorter duration, changes the system configuration (i.e., Optical to Electrical) or disconnects the service will be treated as having terminated the service.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

## 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

## 7.4.13 DS3 High Capacity Services

## (B) Base Rates

The rates charges under 3-Year and 5-year TPPs are based upon Base Rates as specified in Section 7.5.9 following. Such rates may change during the commitment period, but in no case will the Base Rate exceed the non-discounted monthly rate for the service. In order to calculate the rates the customer will pay, the following discount percentages are applied to the Base Rates Monthly Rate Per CT for 3-Year and 5-Year TPPs for DS3 High Capacity Channel Terminations, Channel Mileage, and Optional Peatures and Functions. Discount percentages are not applied to nonrecurring rates.

3-Year 10% 5-Year 35%

(Issued under Transmittal No. 23)
Issued: April 13, 2001 Effective: April 28, 2001

### 7. Special Access Service (Cont'd)

### 7.4 Rate Regulations (Cont'd)

### 7.4.13 DS3 High Capacity Services (Cont'd)

### (C) Discontinuance Without Liability

A customer may discontinue a term plan without penalty by entering the same system configuration into a new term plan of equal or greater length prior to the expiration of the plan.

A customer may discontinue a term plan without liability if the service is upgraded (changed to a higher bandwidth/capacity service or to a higher speed service) through aggregation of existing services or service additions, and agrees to a new term plan of equal or greater length. Any additional services or circuits added to make up the upgrade will be subject to all applicable nonrecurring charges.

Termination liability will not apply when a customer meets the requirements for "portability". Portability is the replacement of a service under a DS3 Term Pricing Plan (TPP) with another service for the balance of the TPP commitment period. Portability requirements are as follows:

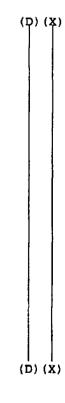
- The TPP service to be discontinued must have been in service for a minimum of 1 year.
- The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- The replacement service is subject to any applicable nonrecurring charges.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.13 DS3 High Capacity Services (Cont'd)
      - (C) Discontinuance Without Liability (Cont'd)

In the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. Additionally, any existing TPP customer that experienced an increase in its total discounted monthly rate for a service between June 1, 1999 to January 11, 2000 may also exercise this option. The customer must notify the Telephone Company of its intent to exercise this option by February 10, 2000.



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(This page filed under Transmittal No. 193)

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Effective: May 8, 2002

- 7. <u>Special Access Service</u> (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.13 DS3 High Capacity Services (Cont'd)
      - (D) Discontinuance With Liability

For service discontinued prior to completion of the minimum service period, the customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement. ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

## Option I

In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

(M) Certain material currently appearing on this page formerly appeared on Page No. 7-200.

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Vice President, Federal Regulatory 1300 I Street NW, Washington, D.C. 20005 (T) (T)

Lataille/Jordan/Slattery Reply Decl. - Exhibit 7

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### 7. Special Access Service (Cont'd)

### 7.4 Rate Regulations (Cont'd)

## 7.4.13 DS3 High Capacity Services (Cont'd)

## (D) <u>Discontinuance With Liability</u> (Cont'd)

#### Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

Notice of discontinuance must be given by the customer at least three months prior to actual discontinuance. Monthly charges will apply for a period of three months from the date the Telephone Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

#### (E) Shared Use

DS3 service arrangements in shared use situations must have at least one channel of Special Access service to be billed as a Special Access facility.

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## 7. Special\_Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

## 7.4.17 Digital Data and DS1 High Capacity Services

#### (A) Basic Service

The minimum service period for basic Digital Data Service (DDS) and DS1 High Capacity Service (DS1) is two months. When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the two-month minimum period.

Customers may, at any time, change their basic service payment option to a Term Payment Plan without assessment of the minimum period service charge.

## (B) Term Pricing Plans (TPP) Description

Term Pricing Plans are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates.

- (1) TPPs for Digital Data Services are available in 2, 3, and 5-year commitment periods. DS1 High Capacity Services are available in 2, 3, 5, and 7-year commitment periods.
- (2) Customers have the option of purchasing channel terminations under one plan and channel mileage under another plan, or under the basic service plan. TPPs are available subject to the following:
  - Digital Data Service plans are applicable to channel terminations and channel mileage. The fixed and per mile rate elements for a given circuit must be included in the same individual Term Pricing Plan. In addition to designating Digital Data Channel terminations with associated mileage for a TPP on a circuit-by-circuit basis, the customer may choose a "combined" option whereby the customer specifies the total quantity of DDS channel terminations or fixed and per-mile mileage to be included in a plan, as detailed in Section 7.4.17(C)(7).

(Issued under Transmittal No. 23)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (B) Term Pricing Plans (TPP) Description (Cont'd)
        - (2) (Cont'd)
          - Multiple Digital Data Services must be of the same speed in order to be in the same individual Term Pricing Plan.
          - DS1 High Capacity Service plans are applicable to channel terminations, associated DS1 Multiplexers (DS1 to Voice, DS1 to Digital, and DS1 to DS0), and channel mileage, fixed and per mile. The fixed and per mile rate elements for a given circuit must be included in the same TPP; the channel termination and associated multiplexer must also be included in the same plan. In addition to designating DS1 channel terminations with associated multiplexers, mileage or both for a TPP on a circuit-by-circuit basis, the customer may choose a "combined" option whereby the customer specifies the total quantity of DS1 channel terminations or per-mile mileage to be included in a plan, as detailed in Section 7.4.17(C)(7).
        - (3) Rates for Term Pricing Plans are detailed in Section 7.5.16. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at Basic Service rates.

Term Pricing Plans are not applicable to services in other rate plans, nor are Federal Telecommunications Access Services eligible for TPPs.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

## 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

## 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)

#### (C) TPP Terms and Conditions

- (1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.
- (2) When requesting any Term Pricing Plan activity regarding channel terminations, the customer must specify by billing account and circuit identification number which circuits are to be affected.
- (3) When ordering Term Pricing Plan services, related rate elements must be ordered under the same plan. For example, both channel terminations and any DS1 associated multiplexing for a given circuit must be in the same plan and have the same service date. Similarly, both rate elements for channel mileage, fixed and per mile, must be in the same plan and have the same service date.
- (4) At the end of a TPP commitment period, the service(s) will be billed at the basic rate unless the customer subscribes to a new TPP.
- (5) Termination liability is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements.
- (6) In the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. Additionally, any existing TPP customer that experienced an increase in its total discounted monthly rate for a service between June 1, 1999 to January 11, 2000 may also exercise this option. The customer must notify the Telephone Company of its intent to exercise this option by February 10, 2000.

(Issued under Transmittal No. 23)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (C) TPP Terms and Conditions (Cont'd)
        - (7) When choosing the combined option, the following additional terms and conditions apply:
          - The customer must specify the LATAs, the quantity of channel terminations or channel mileage (both fixed and per-mile for DDS), and the associated billing account numbers that are to be included in the plan.
          - For DS1 service, the number of fixed miles and multiplexers in a combined option will be based on the customer's commitment level for per-mile mileage or channel terminations, respectively. The percent of a customer's total multiplexers and fixed miles in a combined option will be equal to the percent of the customer's total channel terminations or miles committed to the plan.
          - Shared use of each DS1 service will be treated in accordance with Section 7.4.8.
          - Only one TPP commitment period is permitted per rate category, channel terminations, or mileage. The customer may have more than one TPP expiration date, but all must be of the same contract length.
          - The quantity of channel terminations or channel mileage in each plan are combined to form one commitment level. The commitment level is increased whenever a new term plan is added to the combined option; and is decreased as plans expire, and as termination liability is assessed.
          - The termination liability will be first assessed based on the earliest active TPP expiration date.
          - Bill calculations for the combined option will occur once a month.

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Issued: April 13, 2001

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (D) TPP Termination Liability
        - (1) A termination liability payment is applicable when a service is disconnected in full or in part prior to the end of the selected commitment period or where the customer fails to comply with the conditions required for a TPP, except as set forth in (E) following.
        - (2) If the customer requests all channels of a DS1 service to be used for Switched Access, the request will be treated as a disconnect and termination liability will be assessed.
        - (3) The termination liability payment applies to each channel termination, fixed and per-mile mileage, and multiplexing recurring rate element which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan.
        - (4) In the case of the combined option, the quantity of channel terminations or miles subject to termination liability for a missed commitment level is based on an annual monthly average. When a customer's annual average channel terminations or miles fall below the commitment level, the customer has the option of either (a) or (b) following:
          - (a) Reducing the original commitment level and paying termination liability for a missed commitment level using the calculation as set forth in 7.4.17(D) (5) (a) Option 1 following, for the difference between the commitment level and the annual monthly average of the actual channel terminations or miles.
          - (b) Remaining with the original commitment level and paying termination liability for a missed commitment level using the calculation as set forth in 7.4.17(D)(6) following, for the difference between the commitment level and the annual monthly average of the actual channel terminations or miles for the previous year.

(Issued under Transmittal No. 23)

## 7. Special Access Service (Cont'd)

#### 7.4 Rate Regulations (Cont'd)

## 7.4.17 <u>Digital Data and DS1 High Capacity Services</u> (Cont'd)

### (D) TPP Termination Liability (Cont'd)

(5) The termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge.

### (a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

For services discontinued after the first 12 months of a plan, customers will be liable for 15% of the total monthly charges for the remaining portion of their Term Pricing Plan commitment period.

#### (b) Option II

For services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full Basic monthly rates and the TPP monthly rates for the period the plan has been in effect.

For services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the services have been in effect the termination liability charge will be the difference between the full Basic monthly rates and the selected TPP monthly rates for the period the plan has been in effect.

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Issued: April 13, 2001

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (D) TPP Termination Liability (Cont'd)
        - (5) (Cont'd)
          - (b) Option II (Cont'd)
            - Where there is a TPP period less than the actual time the services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the highest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

(6) Termination liability will be computed as follows:

At the end of the 12 months, 100% of the total monthly charges will be applied to the difference between the commitment level and the 12 month average of the actual channel terminations or miles.

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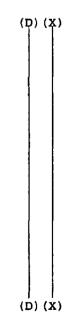
Issued: April 13, 2001

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (E) TPP Termination Without Liability
        - (1) Termination liability will not apply when cancellation of a Term Plan occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the Term Plan. Additionally, any existing TPP customer that experienced an increase in its total discounted monthly rate for a service between June 1, 1999 to January 11, 2000 may also exercise this option. The customer must notify the Telephone Company of its intent to exercise this option by February 10, 2000.
        - (2) A request to change to a longer commitment period will nullify the current termination liability. All terms and conditions associated with the new TPP will apply.
        - (3) Termination liability is not applicable if the customer requests to upgrade service to a higher capacity (e.g., DDS to DS1, DS1 to DS3) or a higher speed (2.4 kbps to 4.8 kbps) service and meets all of the following conditions:
          - The new service is purchased under a longterm agreement equal to or greater than the commitment period of the service being disconnected.
          - The orders for the disconnect of the existing TPP rate elements and the new connect are received by the Telephone Company at the same time, with due dates within 90 days of each other, and are related together by a Related Purchase Order Number (RPON).
          - The total bandwidth (in kbps) of the service is greater than or equal to the bandwidth of the discontinued service(s).

(Issued under Transmittal No. 23)

- Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (E) TPP Termination Without Liability (Cont'd)
        - (4) Termination liability will not apply when a customer meets the requirements for "portability". Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. Portability requirements are as follows:
          - The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan.
          - The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
          - The quantities associated with the replacement are equal to or greater than the disconnected service.

Portability is not applicable to the combined option for DS1 service.



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- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (F) Additions to TPPs

(M)

(M)

Customers with existing Term Pricing Plans who wish to increase the number of their DDS or DS1 services have the following options:

- Subscribe to the additional services under the basic payment plan.
- Subscribe to the additional services under a separate Term Pricing Plan.

(M) Certain material currently appearing on this page formerly appeared on Page No. 7-217.

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### 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

## 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)

### (G) 56 Kbps Digital Data Service Rate Stability Plan

This Rate Stability Plan (RSP) allows 56 kbps Digital Data Service customers to stabilize their rates at current levels for a period of six years. 56 kbps Digital Data Service is described in 7.2.8 preceding.

(1) Minimum Service Requirements

The 56 kbps DDS RSP is available to any customer who qualifies for the plan's minimum requirement. The minimum service requirement for plan participation is 140 56 kbps Digital Data Service Special Access channel terminations.

(2) Terms and Conditions

The 56 kbps DDS RSP will offer stabilized rates for channel terminations and channel mileage, both fixed and per mile. Rates in effect at the start of the plan will be assessed monthly for a sixyear period and will not vary if the rates for basic 56 kbps DDS change. The six year period will commence on the service date of the customer's order. Rates are detailed in Section 7.5.17 following.

All of a customer's designated 56 kbps circuits will be subject to RSP rates for the life of the plan. Circuits added during the term of the RSP will be subject to plan rates for the remaining portion of the RSP period. Plan rates will apply only to THE VERIZON TELEPHONE COMPANIES portion of any circuits jointly provided with another access provider.

The RSP does not include the rates for optional features and functions and nonrecurring charges. Full nonrecurring charges apply to all connects, changes and additions of circuits and features and functions according to the rates then in effect. Initial conversion of existing services to the plan does not incur any non-recurring charges.

(Issued under Transmittal No. 23)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
      - (G) 56 Kbps Digital Data Service Rate Stability Plan (Cont'd)
        - (3) Termination Liability

Termination liability will apply if a customer disconnects any 56 kbps DDS RSP circuit during the plan period, unless the disconnected circuit qualifies for an upgrade. A disconnected circuit is considered to be an upgrade, and therefore, not subject to termination liability charges, if the following conditions are met:

- The new service has a total capacity (in kbps) greater than or equal to the capacity of the discontinued service.
- The orders for the disconnect of the existing service and the reconnect are received by Bell Atlantic at the same time, have the same due date and are related by a Related Purchase Order Number.

If a customer disconnects service within the first year of the RSP, termination liability will be calculated at 100 percent of the monthly charges for the unexpired portion of the first year, and 15 percent of the monthly charges for the remainder of the plan period. For any service disconnected after the first year, but before the sixth year, termination liability will be calculated at 15 percent of the monthly charges for the remainder of the plan period. Termination liability does not apply to services disconnected after the fifth year of the plan.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

### 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

## 7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)

## (H) 4.8 Kbps Digital Data Service Rate Stability Plan

This Rate Stability Plan (RSP) allows 4.8 kbps Digital Data Service customers to stabilize their rates at current levels for a period of six years. 4.8 kbps Digital Data Service is described in 7.2.8 preceding.

(1) Minimum Service Requirements

The 4.8 kbps DDS RSP is available to any customer who qualifies for the plan's minimum requirement. The minimum service requirement for plan participation is 200 4.8 kbps Digital Data Service Special Access channel terminations.

#### (2) Terms and Conditions

The 4.8 kbps DDS RSP will offer stabilized rates for channel terminations and channel mileage, both fixed and per mile. Rates in effect at the start of the plan will be assessed monthly for a six-year period and will not vary if the rates for basic 4.8 kbps DDS change. The six year period will commence on the service date of the customer's order. Rates are detailed in Section 7.5.15 following.

All of a customer's designated 4.8 kbps circuits will be subject to RSP rates for the life of the plan. Circuits added during the term of the RSP will be subject to plan rates for the remaining portion of the RSP period. Plan rates will apply only to THE VERIZON TELEPHONE COMPANIES portion of any circuits jointly provided with another access provider.

The RSP does not include the rates for optional features and functions and nonrecurring charges. Full nonrecurring charges apply to all connects, changes and additions of circuits and features and functions according to the rates then in effect. Conversion of existing services to the plan without change is free.

(Issued under Transmittal No. 23)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.17 <u>Digital Data and DS1 High Capacity Services</u> (Cont'd)
      - (H) 4.8 Kbps Digital Data Service Rate Stability Plan (Cont'd)
        - (3) Termination Liability

Termination liability will apply if a customer disconnects any 4.8 kbps DDS RSP circuit during the plan period, unless the disconnected circuit qualifies for an upgrade. A disconnected circuit is considered to be an upgrade, and therefore, not subject to termination liability charges, if the following conditions are met:

- The new service has a total capacity (in kbps) greater than or equal to the capacity of the discontinued service.
- The orders for the disconnect of the existing service and the reconnect are received by Bell Atlantic at the same time, have the same due date and are related by a Related Purchase Order Number.

If a customer disconnects service within the first year of the RSP, termination liability will be calculated at 100 percent of the monthly charges for the unexpired portion of the first year, and 15 percent of the monthly charges for the remainder of the plan period. For any service disconnected after the first year, but before the sixth year, termination liability will be calculated at 15 percent of the monthly charges for the remainder of the plan period. Termination liability does not apply to services disconnected after the fifth year of the plan.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

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# REPLY DECLARATION OF RONALD H. LATAILLE, MARION C. JORDAN, AND JULIE K. SLATTERY

**EXHIBIT 8** 

- Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.10 Service Discount Plan (Cont'd)
      - (C) Termination Liability
        - (1) General

A termination liability applies during the selected commitment period. Except as set forth in (2) through (6) following, if service is disconnected in full or in part prior to the end of the selected commitment period, the customer is liable for a termination liability charge. In addition, should a customer, prior to the end of the selected commitment period, request that some or all channels of a High Capacity or NES facility be used for Switched Access Service the terms and conditions specified in 6.7.16 preceding for the equivalent Switched Access discount plan will apply to such channels for the balance of the selected commitment period. Further, except as provided in (D) and (E) following, when a customer cancels a Service Discount Plan prior to the end of the selected commitment period, the customer is liable for a termination liability charge.

The termination liability charge applies to each service, BSE, Optional Feature or Function, and Network Access Port, or, in the case of cancellation of a Service Discount Plan, to each service, BSE, Optional Feature or Function, and Network Access Port which had been included in the cancelled Service Discount Plan.

When the jurisdiction of a Special Access Service (line), NRS (C)(x)
Network Access Port or Packet Switching Access Service (port)
furnished under a Service Discount Plan is changed to intrastate,
no termination liability charge applies provided the service (line or port) is furnished under an intrastate service discount plan. (C)(x)

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(TR 193)

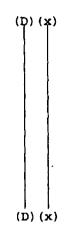
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TARIFF F.C.C. NO. 11 1st Revised Page 7-296.1 Cancels Original Page 7-296.1

#### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.10 Service Discount Plan (Cont'd)
      - (C) Termination Liability
        - (1) General



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- Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.10 Service Discount Plan (Cont'd)
    - (C) Termination Liability (Cont'd)
      - (1) General (Cont'd)

For the following services, the termination liability charge is calculated for the applicable Channel Termination, Channel Mileage, BSE, and Optional Feature or Function monthly rates as set forth in (a) following.

- Voice Grade Service
- Digital Data Service
- DOVPATH service

For the following services, the termination liability charge is calculated for the applicable Channel Termination, SONET Distribution Channel, Dedicated Channel Mileage, IDSR Node, BSE, and Optional Feature or Function monthly rates as set forth in (a) or (b) following. When calculating termination liability charges, the Telephone Company will apply the option that provides the customer with the lowest termination liability charge.

- DDS II
- 1.544 Mops High Capacity Service\*
- Advanced Uncompressed Digital Video Service
- Fiber Based Multichannel Video Service
  - NYNEX Enterprise FDDI
- Service
- NYNEX Enterprise Services\*

(D)

(N)

- 44.736 Mbps High Capacity Service\*
- Supertrunking Transport Video Service
- IntelliLight® Dedicated SONET Ring
- Broadcast Video Service

When provided in conjunction with ESS Ring Transport Services, the termination liability charge is as set forth in (c) following in lieu of the termination liability charge as determined in (a) or (b), as applicable.

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